

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 01-12-61987

HUD# 07-12-0236-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PINE GROVE – DES MOINES, LLC

9800 Shelard Parkway Suite 20

Minneapolis, MN 55441

JOYCE CARPENTER

c/o Pine Grove Mobile Home Park

4210 NE 14th Street Trailer 17

Des Moines, IA 50313

COMPLAINANTS

JESUS VARGAS & ROSA ELBA ROAN ROBLES

4210 NE 14th Street Trailer 21

Des Moines, IA 50313

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainants alleged Respondents discriminated against them by increasing their monthly charge for water usage over the past several months resulting in different terms and conditions of rental based on their national origin (Mexican). Respondents deny Complainant's allegations. Respondents own or manage the subject property located at 4210 NE 14th Street, Trailer 21, Des Moines, IA 50313.

A complaint having been filed by Complainants against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainants or any other person for filing a charge under Iowa Code Chapter 216; or because

of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status.

42 U.S.C. 3604(b); Iowa Code § 216.8(1)(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainants that any claims asserted in their complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainants and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

## Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainants agree any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Fair Housing Poster

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

## Relief for Complainant

10. The parties agree that in the past there has been miscommunication between Respondents and Complainants regarding how Complainants' monthly bill for water/sewer/storm water/garbage collection was calculated and billed.

Respondents agree to waive the \$219.36 Complainants owe Respondents for the following outstanding water/sewer/storm water/garbage bills: November 2011 (\$39.12); December 2011 (\$43.51); January 2012 (\$42.77); February 2012 (\$34.00); March 2012 (\$30.35) and April 2012 (\$29.61). Respondents agree they will not pursue recovery of the \$219.36 owed in small claims court or in any other process or proceeding. (See Attachment 1 for detailed calculations).

11. Effective May 1, 2012, Complainants agree to stop paying only \$40 per month for their water/sewer/storm water/garbage bill and agree to pay the full balance owed for their water/sewer/storm water/garbage bill.

The parties agree each tenant has a water meter that calculates their water usage. The Des Moines Water Works reads Pine Grove Mobile Home Park's water meter on the 26th day of each month and bills Pine Grove on a monthly basis for water/sewer volume/storm water charges. Pine Grove reads each tenant's water meter on the 25th or 26th day of each month and calculates each tenant's monthly bill based on their water usage. Currently Respondents charge tenants \$2.70 per thousand gallons of water usage, \$4.45 per thousand gallons of water usage for sewer volume, a flat fee of \$8.50 per month for storm sewer charges and a flat fee of \$7.00 per month for trash collection.

For example, during the period December 27, 2011, through January 25, 2012, Complainants' water meter showed 8,000 gallons of water usage. Complainants were charged \$74.00 on their February 2012 bill for the following charges:

8.0 (water usage) X \$2.70 (per thousand gallons of water) = \$21.60

\$21.60 X .06 (sales tax) = \$ 1.30

8.0 (water usage) X \$4.45 (per thousand gallons of water) = \$35.60

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$74.00

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$34.00

Effective April 1, 2012, the Des Moines Water Works' rates will increase to \$3.03 per thousand gallons for water and the flat fee charged for storm water charges will increase from \$8.50 per month to \$8.84 per month. Effective April 1, 2012, Complainants and the other tenants at Pine Grove will be charged \$3.03 per thousand gallons for water usage and a flat fee of \$8.84 per month for storm water charges.

Effective April 2012, Respondents agree to give Complainants an itemized bill each month that will show Complainants how their monthly bill was calculated based on their water usage for the month. Complainants agree to read their water meter on the 25th or 26th of each month and document their water usage for the month so they can verify their bill is correct. The parties agree that if Complainants and Respondents do not read Complainants' water meter at the exact same date and time then their meter readings will differ slightly.

Respondents agree if Complainants believe there is an error on their monthly bill they can contact the manager at 266-2058 to discuss their concerns. Respondents agree if Complainants have any issues that cannot be resolved directly with Respondents' staff at Pine Grove Mobile Home Park, Complainants can contact the corporate office at 763-545-5524.

12. Respondents agree all tenant rules, regulations, water/sewer/storm water/garbage bills and lease agreements will be enforced fairly and without discrimination. Complainants agree to follow the terms of their lease agreement and all the Respondents' rules and regulations and pay their lot rent and water/sewer/storm water/garbage bill each month in accordance with the terms of their lease agreement.

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Pine Grove-Des Moines, LLC, RESPONDENT

Date

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Joyce Carpenter, RESPONDENT

Date

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Jesus Vargas, COMPLAINANT

Date

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Rosa Elba Roan Robles, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Attachment 1

Outstanding Balances Owed for Water/Sewer/Storm Water/Garbage Bills

November 2011 through March 2012

Meter Reading November 2011

12,200 (November) – 3,500 (October) = 8,700 gallons of water used

8.7 (water usage) X \$2.70 (per thousand gallons of water) = \$23.49

\$23.49 X .06 (sales tax) = \$ 1.41

8.7 (water usage) X \$4.45 (per thousand gallons of water) = \$38.72

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$79.12

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$39.12

Meter Reading December 2011

21,500 (December) – 12,200 (November) = 9,300 gallons of water used

9.3 (water usage) X \$2.70 (per thousand gallons of water) = \$25.11

\$25.11 X .06 (sales tax) = \$ 1.51

9.3 (water usage) X \$4.45 (per thousand gallons of water) = \$41.39

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$83.51



Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$43.51

Meter Reading January 2012

30,700 (January) – 21,500 (December) = 9,200 gallons of water used

9.2 (water usage) X \$2.70 (per thousand gallons of water) = \$24.84

\$24.84 X .06 (sales tax) = \$ 1.49

9.2 (water usage) X \$4.45 (per thousand gallons of water) = \$40.94

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$82.77

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$42.77

Meter Reading February 2012

38,700 (February) – 30,700 (January) = 8,000 gallons of water used

8.0 (water usage) X \$2.70 (per thousand gallons of water) = \$21.60

\$21.60 X .06 (sales tax) = \$ 1.30

8.0 (water usage) X \$4.45 (per thousand gallons of water) = \$35.60

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$74.00

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$30.00

Meter Reading March 2012

46,200 (March) – 38,700 (February) = 7,500 gallons of water used

7.5 (water usage) X \$2.70 (per thousand gallons of water) = \$20.25

\$20.25 X .06 (sales tax) = \$ 1.22

7.50 (water usage) X \$4.45 (per thousand gallons of water = \$33.38

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$70.35

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$30.35

Meter Reading April 2012

53,600 (April) – 46,200 (March) = 7,400 gallons of water used

7.40 (water usage) X \$2.70 (per thousand gallons of water) = \$19.98

\$19.98 X .06 (sales tax) = \$ 1.20

7.40 (water usage) X \$4.45 (per thousand gallons of water = \$32.93

usage for sewer volume)

Flat fee for storm water charges (charged to each tenant) = \$ 8.50

Flat fee for garbage collection (charged to each tenant) = \$ 7.00

Total Charge = \$69.61

Less amount paid by Complainants - \$40.00

Balanced owed by Complainants \$29.61

Total Value: \$219.36. Respondents waived \$219.36 balance that C's owed for their water bill for the time period November 2011 through April 2012.